

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

SUN LIFE ASSURANCE
COMPANY OF CANADA,

:

Plaintiff,

:

v.

TIMOTHY B. FRANCIS and
TODD R. VANATTA,

:

Defendants.

Case No. 3:18-cv-206

JUDGE WALTER H. RICE

DECISION AND ENTRY SUSTAINING PLAINTIFFS' MOTION FOR
DEFAULT JUDGMENT AGAINST DEFENDANT TIMOTHY B.
FRANCIS (DOC. #16); JUDGMENT TO ENTER IN FAVOR OF TODD
R. VANATTA IN THE AMOUNT OF \$68,000.00; CLERK OF COURT IS
DIRECTED TO DISBURSE FUNDS ACCORDINGLY; PLAINTIFF
DISCHARGED FROM ALL LIABILITY RELATED TO POLICY
PROCEEDS; TERMINATION ENTRY

Plaintiff, Sun Life Assurance Company of Canada, filed this statutory interpleader action against Timothy B. Francis and Todd R. Vanatta. Francis and Vanatta filed competing claims for \$68,000.00 in life insurance proceeds on the life of Shannon E. Vanatta, who died on August 24, 2017. On June 29, 2018, Plaintiff deposited the \$68,000.00 with the Clerk of Court.

Todd Vanatta, Shannon's ex-husband, filed a timely Answer. Doc. #9. Although Timothy Francis, Shannon's son, waived service, Doc. #6, he failed to file an Answer. On January 8, 2019, the Clerk entered default against him. Doc. #14. Plaintiff has now moved for default judgment against Francis. Doc. #16.

Pursuant to Fed. R. Civ. P. 55(b)(2), the Court finds that default judgment is warranted. Because Francis failed to answer the interpleader complaint, he has forfeited any claim of entitlement to the life insurance proceeds. *See SunLife of Canada, (U.S.) v. Conroy*, 431 F. Supp. 2d 220, 226 (D.R.I. 2006) (“A named interpleader defendant who fails to answer the interpleader complaint and assert a claim to the *res* forfeits any claim of entitlement that might have been asserted”); *Usable Life Co. v. Gann*, No. 1:09-cv-77, 2009 WL 4348588, at *2 (E.D. Tenn. Nov. 24, 2009). The Court therefore SUSTAINS Plaintiffs’ Motion for Default Judgment against Defendant, Timothy B. Francis, Doc. #16.

Todd R. Vannata, the only remaining claimant, is entitled to the funds that were deposited with the Clerk of Court. *Columbus Life Ins. Co. v. Walker-Macklin*, No. 1:15-cv-535, 2016 WL 4007092, at *3 (S.D. Ohio July 25, 2016). Judgment shall be entered in his favor in the amount of \$68,000.00. The Clerk of Court is DIRECTED to disburse the funds accordingly. Plaintiff, Sun Life Assurance Company of Canada, is discharged from liability for all claims related to the policy proceeds.

The captioned case is hereby ordered terminated upon the docket records of the United States District Court for the Southern District of Ohio, Western Division, at Dayton.

Date: February 4, 2019

A handwritten signature in black ink, appearing to read 'Walter H. Rice', is positioned above a horizontal line.

WALTER H. RICE
UNITED STATES DISTRICT JUDGE